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NOT CIRCULATE

AGREEMENT
Between
JUDGES OF THE COUNTY COURT OF ESSEX COUNTY
and
ESSEX COUNTY PROBATION OFFICERS' ASSOC.

JANUARY 1, 1976 - DECEMBER 31, 1977

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AGREEMENT

between

JUDGES OF THE COUNTY COURT OF ESSEX COUNTY

and

ESSEX COUNTY PROBATION OFFICERS' ASSOC.

JANUARY 1, 1976 - DECEMBER 31, 1977

Agreement made the 18th day of July, 1977, effective January 1, 1976, by and between the Judges of the County Court of Essex County, New Jersey and their successors (hereinafter referred to as the "Judges"), and the Essex County Probation Officers' Association (hereinafter referred to as the Association):

1. The Judges hereby recognize the Association pursuant to Chapter 303, Laws of 1968 (New Jersey Employer-Employee Relations Act), as amended, as the sole and exclusive representative of Probation Officers, Principal Probation Officers, and Senior Officers of the Essex County Probation Department to negotiate matters relating to salaries and working conditions for employees in those titles, as fall within the purview of the Judges pursuant to N.J.S. 2A:168-1 et seq.

2. Each employee shall receive a \$300 adjustment for increased expenses incurred during the inflationary period prior to January 1, 1977 with the understanding that this is a one-time basis and is not to be considered repetitive nor is it to be added or included in the evaluation of an employee's base pay, or any benefits flowing therefrom.

3. Effective January 1, 1977 the annual pay guide for all Probation Officers, Senior Probation Officers, Principal Probation Officers II and Principal Probation Officers I, to be promulgated by Order of the said Judges, pursuant to N.J.S. 2A:168-8 shall be as follows:

	<u>Probation Officer.</u>	<u>Senior P. O.</u>	<u>Prin. P.O. II</u>	<u>Prin. P. O. I</u>
MIN.	\$11,710	\$12,822	\$14,414	\$16,012
1	12, 674	13,887	15,566	17,276
2	13,638	14,952	16,718	18,540
3	14,602	16,017	17,870	19,804
4	15,566	17,082	19,022	21,068
5	16,531	18,149	20,174	22,332
Increment	964	1,065	1,152	1,264

A. Each officer in the aforelisted titles, who has already reached his maximum salary, shall be advanced to the new maximum established herein retroactively as of January 1, 1977. All other officers shall have their base annual salary increased 6% of the maximum salary for their grade. Such increases and increment payments, if due, shall be made in accordance with the past practice of the parties.

B. No increase will be granted to employees in the first year of their employment. That is; employees hired will be hired at the above minimum salary and will remain at that salary until their first increment is due, according to past practice.

4. All officers in the above titles, who are required to remain on duty through the supper hour to accept reports of probationers, shall receive a meal allowance of \$5 for each such duty assignment.

5. No officers in the above titles shall be required to transport probationers or other defendants in their privately owned automobiles.

6. Whenever a probation officer uses his automobile for Probation Department business within the County he shall be reimbursed at a rate of 17¢ per mile, not to exceed \$80 monthly.

7. Effective on or about October, 1977 and as of the time it is implemented, a prepaid Prescription Plan will be provided for all regular employees.

8. The vacation policy heretofore in effect shall continue except that effective 1-1-1977 the following annual vacation leave will be granted:

<u>Years of Service</u>	<u>Annual Vacation Leave</u>
0 through 1 year	1 working day for each month of service
1 year through 12 years	15 working days
13 years through 19 years	20 working days
20 years or more	25 working days

9. As authorized by N.J.S. 34:13A-5.3, the parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or alleged violation of any provision of this contract, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

Step 1. The grievance shall first be taken to the employee's immediate supervisor, i.e., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time within 3 working days if possible. At this level, a complaint or grievance need not be in writing.

Step 2. If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved

officer and submitted to the appropriate Assistant Chief Probation Officer, who shall acknowledge its receipt within three working days and shall render a decision within five working days.

Step 3. If not resolved by the Assistant Chief Probation Officer the written grievance shall be referred to the Chief Probation Officer, who shall render a decision within ten days.

Step 4. If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he may choose to utilize one of the following three options for a final determination of the grievance:

- a. He may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency;
- b. He may appeal to the County Court Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness. The Judges may designate a representative from outside the Probation Department to hear and make recommendations for disposition. The decision of the Judges or their representative shall be made within 20 days of the date of receipt of the grievance;
- c. He may request the matter to be heard by an impartial arbitrator, to be selected by the Public Employment Relations Commission, who shall be selected in accordance with the conventionally used rules and procedures utilized for this purpose.

(1) The decision of the arbitrator shall be final and binding on both parties.

(2) The cost of arbitration shall be borne equally by the parties to the contract.

10. It is expressly understood that the right to submit a grievance to binding arbitration, as outlined in Step 4c. above, is limited exclusively to the provisions of this Agreement. Other grievances not associated with the provisions of this Agreement shall be subject only to the application of steps 1, 2, 3, and 4a and b, for their resolution. In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his own choosing or by a bona fide member of the Association designated to represent him pursuant to this Agreement.

11. Except as otherwise provided herein, all rights, privileges and benefits which have heretofore been provided to the Probation Officers and which are presently being so provided to them shall be maintained and continued by the Judges during the term of this Agreement.

12. The Judges hereby retain and reserve unto themselves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- (a) To the executive management and administrative control of the Department and its facilities, and the activities of its employees;
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- (c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Judges, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the Judges of their rights, responsibilities, and authority under national, state, county, or local laws or ordinances or the Rules of the Court.

13. Whenever any civil action has been or shall be brought against any employee covered by this Agreement for any act or omission arising out of and in the course of and within the scope of the performance of the duties of such office, position,

or employment, the County shall defray all costs, not covered by policy of insurance, of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting therefrom.

Should any criminal action be instituted against employees entitled to defense in civil actions according to the foregoing paragraph for any such act or omission arising out of his employment as a Probation Officer and should such proceeding be dismissed or result in a final disposition in favor of such person, the County shall reimburse him for the cost, not covered by policy of insurance, of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

The provisions of this paragraph shall apply, but are not limited to, the use of automobiles by Probation Officers for field work.

14. Effective January 1, 1977 an employee who is now or who hereafter becomes the holder of an approved Master's degree, as defined below, shall receive an annual educational increment of \$400 in addition to all other increments to which he may be entitled hereunder, and the maximum salary to which he may become entitled shall also be increased by that amount.

An approved "Degree" is defined as one from an institution within the constitutional limits of the United States whose name has appeared as an accredited institution of higher education in Accredited Institutions of Higher Education published by

American Council on Education for the Federation of Regional Accrediting Commissions of Higher Education in the issue thereof appearing immediately prior to the employee enrolling in such institution, and shall be limited to degree given for a major concentration in the following areas:

1. Social work
2. Correction
3. Criminology
4. Sociology
5. Psychology
6. Social Service and/or Education:
 - a. Counselling
 - b. Guidance
 - c. Behavioral Science
7. Public Administration
8. Law - (the educational increments shall be granted to the holder of a Law Degree only upon the completion of two (2) years' service in the Probation Department following receipt of the Law Degree).

Any newly appointed probation officer with an approved Master's degree shall receive an educational increment upon reaching the second step in the salary guide.

In the event of a dispute as whether a "degree" is "approved" within the meaning hereof the same shall be resolved by a committee of three Judges of the Essex County Court, designated by the Senior Judge of the Essex County Court. The committee's determination shall be final, notwithstanding any other provision of this Contract.

An employee may obtain credit for a "Degree" in the foregoing areas from an institution of higher education outside the continental limits of the United States by obtaining approval thereof from a committee of three judges constituted as aforesaid. The committee's determination shall be final notwithstanding any

other provision of this contract.

15. A. The longevity plan shall be eliminated for all Probation Officers hired on or after January 1, 1978.

B. Longevity payments will be frozen at the increment rate for the title in effect on December 31, 1977.

C. During the five-year period commencing January 1, 1978 all prior inequities in longevity payments to employees will be eliminated so that all employees will have received equal longevity payments at the 1977 increment rate.

16. The provisions of this Agreement shall remain in effect until the later of December 31, 1977 or the date upon which a substitute Agreement has been executed by the parties hereto. Negotiations for the substitute Agreement concerning all terms and conditions of employment, including salary, shall commence no later than September 15, 1977, upon written notice by either party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 18th day of July, 1977.

For The Judges:

F. Michael Caruso
F. MICHAEL CARUSO

For the Association:

Anthony J. Pascale Jr.
President - E.C.P.O.A. 7/11/77
Richard B. Taft
Executive Committee - E.C.P.O.A.

For The Judges:

Julius A. Feinberg
JULIUS A. FEINBERG

WILLIAM F. HARTH

Harry Hazelwood Jr.
HARRY HAZELWOOD, JR.

Marilyn Loftus
MARILYN LOFTUS

Edward F. Neagle Jr.
EDWARD F. NEAGLE, JR.

MICHAEL J. O'NEIL

June Strelecki
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Paul B. Thompson
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266